

RECORDATION NO. 6771-A Filed & Recorded

JUN 16 1978 1 25 PM

~~MINNAPOLIS~~ COMMERCE COMMISSION

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DENVER AND RIO GRANDE WESTERN RAILROAD  
EQUIPMENT TRUST

SERIES LL

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SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

Dated as of July 1, 1978

The First National Bank of Denver

To

The Denver and Rio Grande Western  
Railroad Company

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SUPPLEMENTAL AGREEMENT

Dated as of July 1, 1978

Between

The First National Bank of Denver

and

The Denver and Rio Grande Western  
Railroad Company

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SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of the 1st day of July, 1978, between THE FIRST NATIONAL BANK OF DENVER, a national banking association organized and existing under and by virtue of the laws of the United States of America, Trustee, (hereinafter called the "Trustee") party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), party of the second part, WITNESSETH:

WHEREAS, by a certain Agreement, dated as of the 1st day of November, 1972, (hereinafter called the "Agreement"), between John R. Liggitt and Robert J. Sullivan, Vendors, The First National Bank of Denver, as Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 6771, October 16, 1972), there was constituted "Denver and Rio Grande Western Railroad Equipment Trust, Series LL", under which certain railroad equipment therein described was transferred to the Trustee and title to said railroad equipment vested in the Trustee; and

WHEREAS, by a certain Lease of Railroad Equipment (hereinafter called the "Lease"), dated as of the 1st day of November, 1972, to which Lease reference is hereby made, the said Trustee, acting in pursuance of the aforesaid Agreement, leased to the Railroad Company certain railroad equipment in said Agreement and said Lease particularly described; and

WHEREAS, certain of the above mentioned Trust Equipment described herein has been destroyed, and it is provided by Article Fifth (a) of the Lease that the Railroad Company will replace, at its own cost, any of the Trust Equipment that may be destroyed, by new standard gauge rolling stock of equal value, and the Railroad Company has contracted at its own cost to purchase and will cause to be delivered to the Trustee as in said Article provided new standard gauge rolling stock described herein (hereinafter referred to as "Substituted Equipment") in substitution for and to replace said destroyed equipment,

NOW, THIS AGREEMENT WITNESSETH:

That, acting in pursuance of a Supplemental Agreement dated as of the 1st day of July, 1978, between the Trustee and the Railroad Company (hereinafter called the "Supplemental Agreement"), a counterpart original whereof is annexed to and made a part hereof, the parties hereto agree that the following railroad equipment, to-wit:

Three (3) 70-ton box cars, bearing Railroad Company's road numbers 40053, 40055 and 40080,

shall be and is hereby excluded from the description of the Trust Equipment in the Lease and that the term "Trust Equipment" as used in the Lease and in this Supplemental Lease shall not include said excluded railroad equipment;

That the Trustee, acting in pursuance of the Agreement, for and in consideration of the sum of One Dollar to it paid by the Railroad Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants to be paid, kept and performed by the Railroad Company, has let and leased and does hereby let and lease to the Railroad Company the following Substituted Equipment, consisting of standard gauge railroad rolling stock of The Denver and Rio Grande Western Railroad Equipment Trust, Series LL, to-wit:

One (1) new, 100-ton, 60-foot high roof box car, bearing Railroad Company's road number 63894.

As and when the said Substituted Equipment shall be transferred and delivered to the Trustee under the Supplemental Agreement, and marked in accordance with the provisions of Section Fourth of the Lease, the same shall be delivered to the Railroad Company, and shall, upon such delivery to the Railroad Company, ipso facto, and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of the Lease and this Supplemental Lease, and be deemed a portion of the railroad equipment leased by the Trustee to the Railroad Company in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Railroad Company, in consideration of the premise, by these presents covenants and agrees with the Trustee as follows:

1. The Railroad Company hereby accepts (subject to the conditions mentioned in the Agreement and Supplemental Agreement) this Supplemental Lease of Railroad Equipment, and hereby covenants and agrees to accept delivery and possession hereunder and under the Lease, of the Substituted Equipment as hereinbefore provided.

2. The Railroad Company agrees that the term "Trust Equipment", wherever used herein and in the Lease, unless otherwise indicated or required by the context, shall

include the Trust Equipment leased to the Railroad Company by this Supplemental Lease; that the word "Agreement", wherever used herein and in the Lease unless otherwise indicated or required by the context, shall include the Supplemental Agreement; and that the word "Lease" wherever used in the Lease, unless otherwise indicated or required by the context, shall include this Supplemental Lease.

3. Subject to the provisions of this Supplemental Lease, all the covenants, agreements, terms and stipulations contained in the lease dated the 1st day of November, 1972, shall remain in full force and effect and binding upon the Railroad Company.

4. This Supplemental Lease shall be simultaneously executed in the same number of counterparts as the original Lease, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be executed as of the day and year first above written.

Signed, sealed, acknowledged and delivered in the presence of:

*Wendell Sheave*  
*Mark Chavez*

Signed, sealed, acknowledged and delivered in the presence of:

*Clyde A. Penney*  
*Shirley A. Hornley*

THE FIRST NATIONAL BANK OF DENVER

By *[Signature]*  
Vice President

Attest:

*[Signature]*  
Assistant Cashier

THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY

By *[Signature]*  
President

Attest:

*[Signature]*  
Secretary



set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said City and County of Denver, and State of Colorado, this the day and year in this my certificate first above written.

My commission expires September 21, 1979.

Maria A. Watters  
Notary Public

(SEAL)



SUPPLEMENTAL AGREEMENT, dated as of the 1st day of July, 1978, by and between THE FIRST NATIONAL BANK OF DENVER, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), of the second part, WITNESSETH:

WHEREAS, pursuant to an agreement dated as of the 1st day of November, 1972, (hereinafter called the "Agreement"), by and between John R. Liggitt and Robert J. Sullivan, Vendors, The First National Bank of Denver, Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 6771, October 16, 1972), the Vendors acquired the railroad equipment (therein called the "Trust Equipment") specifically described in the Lease of Railroad Equipment from the Trustee to the Railroad Company dated as of the 1st day of November, 1972, (hereinafter called the "Lease"), prefixed to the Agreement, the Agreement and Lease constituting Denver and Rio Grande Western Railroad Equipment Trust, Series LL, and the Vendors have sold, assigned, transferred and set over unto the Trustee all of the said Trust Equipment pursuant to the terms and conditions of the Agreement; and the Trustee has leased all of said Trust Equipment to the Railroad Company by the Lease hereinbefore referred to; and

WHEREAS, certain units of railroad equipment specifically described in the Supplemental Lease, constituting a part of the Trust Equipment described in the Lease, have been destroyed and in substitution therefor and in place thereof the Trustee has leased to the Railroad Company, subject to the terms and conditions of the Lease and the Supplemental Lease, the Substituted Equipment specifically described in the Supplemental Lease; and

WHEREAS, the parties hereto desire to make provision for the transfer of the Substituted Equipment to the Trustee under the Agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:



1. The Railroad Company hereby agrees to sell, assign, transfer and set over unto the Trustee, as Trustee for the bearers and registered holders of the Trust Certificates described in the Agreement, the Substituted Equipment described in and leased to the Railroad Company by the Supplemental Lease, prefixed hereto, when the Substituted Equipment is constructed and completed. The Railroad Company will deliver, or cause to be delivered, the Substituted Equipment when constructed and completed to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Railroad Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Railroad Company, simultaneously with the execution of this Supplemental Agreement, have executed and delivered the Supplemental Lease.

2. The term "Trust Equipment", wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Substituted Equipment leased to the Railroad Company by the Supplemental Lease; the word "Lease" wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Supplemental Lease; and the word "Agreement", wherever used in the Agreement, shall include this Supplemental Agreement.

3. The Trustee and the Railroad Company covenant and agree faithfully to keep and perform, in respect of the Trust Equipment which the Railroad Company has herein agreed to sell, assign, transfer and set over unto the Trustee as Trustee for the bearers and registered holders of the Trust Certificates, and of all other matters covered by this Supplemental Agreement, all the agreements and to do all the things which by the terms of the Agreement are by the Trustee and the Railroad Company, respectively, to be kept, done and performed, in all respects as though the provisions hereof had been originally included in the Agreement.

4. Subject to the provisions of this Supplemental Agreement, all the covenants, agreements, terms and stipulations contained in the Agreement shall remain in full force and effect and binding upon the respective parties.

5. This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad Company have caused their names to be signed hereto by duly authorized officers, and sealed with their corporate seals duly attested, as of the day and year above written.

Signed, sealed and delivered in the presence of:

J. Claudette Gibeau  
Mark Chavez

Signed, sealed and delivered in the presence of:

Glyde O. Penney  
Shirley A. Thornley

THE FIRST NATIONAL BANK OF DENVER

By [Signature]  
Vice President

Attest:

[Signature]  
Assistant Cashier

THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY

By [Signature]  
President

Attest:

[Signature]  
Secretary



set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said City and County of Denver, and State of Colorado, this the day and year in this my certificate first above written.

My commission expires September 21, 1919.

Maria A. Whitcomb  
Notary Public

(SEAL)

STATE OF COLORADO,  
CITY AND COUNTY OF DENVER } ss.

BE IT REMEMBERED AND I do hereby certify that on this 1st day of June, 1978, before me a notary public duly commissioned, qualified and acting for said State, City and County, personally came and appeared before me in the City and County of Denver, W. J. Holtman and C. E. Schmeckpeper, as President and Secretary of The Denver and Rio Grande Western Railroad Company, to me personally known and known to me to be such officers respectively, and the individuals described and named in and the identical persons who subscribed their names to and whose names are subscribed to and who executed the within and foregoing instrument of writing as such officers respectively in my presence; and the said W. J. Holtman and C. E. Schmeckpeper, and each of them, duly acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of The Denver and Rio Grande Western Railroad Company and that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said W. J. Holtman is President of said corporation and the said C. E. Schmeckpeper is the Secretary thereof; that by authority of said corporation they respectively subscribed their names thereto as President and Secretary and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st  
day of June, 1978.

My commission expires February 10, 1981.

Rosemary W. Wrenneger  
Notary Public

(SEAL)

*Rio Grande*

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

DENVER, COLORADO 80217

W. J. HOLTMAN  
PRESIDENT and  
CHIEF EXECUTIVE OFFICER

June 13, 1978

RECORDATION NO. *2771-A* Filed & Recorded

JUN 16 1978 1 25 PM

Interstate Commerce Commission  
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Re: Supplemental Lease and Agreement to  
Denver and Rio Grande Western Rail-  
road Equipment Trust, Series LL,  
Finance Docket No. 27187

Gentlemen:

Pursuant to the provisions of Section 20c of the Interstate Commerce Act and the Rules and Regulations of the Commission relating thereto, The Denver and Rio Grande Western Railroad Company transmits to the Commission for filing and recording three counterpart originals of Supplemental Lease and Agreement dated as of July 1, 1978, to Lease and Agreement constituting Denver and Rio Grande Western Railroad Equipment Trust, Series LL, dated as of November 1, 1972, which Lease and Agreement were recorded with the Interstate Commerce Commission on October 16, 1972, and assigned recordation number 6771.

The names and addresses of the parties to the transaction are as follows:

Lease:

Lessee: The Denver and Rio Grande Western Railroad Company, a Delaware corporation,  
P. O. Box 5482  
Denver, Colorado 80217

Lessor: The First National Bank of Denver  
P. O. Box 5825  
Denver, Colorado 80217

Agreement:

Trustee: The First National Bank of Denver

Lessee and Guarantor: The Denver and Rio Grande Western Railroad Company, a Delaware corporation.

The equipment covered by the original Lease included three (3) 70-ton box cars, bearing Railroad Company's road numbers 40053, 40055 and 40080. Said cars have been destroyed, and the sole purpose of the amendments herewith is to substitute

*Handwritten signature*

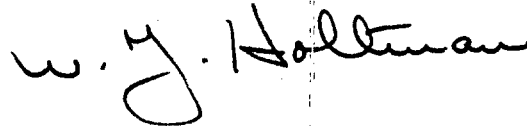
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one (1) new, 100-ton, 60-ft. high roof box car, bearing Railroad Company's road number 63894, for and to replace said above-described equipment which has been destroyed, under the aforesaid Lease and Agreement dated November 1, 1972, constituting Denver and Rio Grande Western Railroad Company Equipment Trust, Series LL.

Voucher to cover this recordation fee is enclosed with letter of even date respecting Equipment Trust, Series NN.

After recordation, kindly return one counterpart original of the Supplemental Lease and Agreement, showing the assigned recordation number, date and time of recording, to Samuel R. Freeman, Vice President and General Counsel, The Denver and Rio Grande Western Railroad Company, P. O. Box 5482, Denver, Colorado 80217.

Respectfully,

A handwritten signature in dark ink, appearing to read "W. J. Holtman". The signature is fluid and cursive, with the first name "W." and last name "Holtman" clearly distinguishable.

W. J. HOLTMAN  
President  
THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY